

5/03/10 10:47:25  
OK T BK 3,161 PG 293  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

After Recording Return To:  
Brown & Associates  
2316 Southmore  
Pasadena, TX 77502

Prepared By:  
RUTH RUHL, P.C.  
2305 Ridge Road, Suite 106  
Rockwall, TX 75087  
877-766-6677

[City, State, Zip] [Space Above This Line For Recording Data]  
Loan No.: 19047364  
MERS No.: 100265600025189403 MERS Phone: 1-888-679-6377

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 2nd day of April, 2009, between Christy Ross, and spouse Tarvis Ross ("Borrower/Grantor") and Residential Funding Real Estate Holdings, LLC by: Litton Loan Servicing LP as its attorney-in-fact, whose address is 4828 Loop Central Drive, Houston, Texas 77081

and Mortgage Electronic Registration Systems, Inc. ("Lender/Grantee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated December 1st, 2006, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on\*, in Book/Liber, Page, Instrument No., Official Records of Desoto County, Mississippi, and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 5915 Cambridge Drive, Olive Branch, Mississippi 38654

\*Original Mortgage in the amount of \$31,400.00 recorded on 12/20/2006 in Book 2,628, Page 426  
MISSISSIPPI LOAN MODIFICATION AGREEMENT (FNMA Modified Form 3179 1/01 (rev. 6/06)) Page 1 of 5

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the real property described being set forth as follows:

LOT 106, SECTION B, LEXINGTON CROSSING SUBDIVISION, SITUATED IN SECTION 2, TOWNSHIP 2 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MS, AS PER PLAT OF RECORD IN PLAT BOOK 78, PAGE 32-33, IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MS.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of March 1st, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 15,537.33, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.500 %, from March 1st, 2009. Borrower promises to make monthly payments of principal and interest of U.S. \$ 149.02, beginning on the 1st day of April, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.500 % will remain in effect until principal and interest are paid in full. If on January 1st, 2022, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. Borrower understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

7. This Agreement will not be binding or effective unless and until it has been signed by both Borrower and Lender.

4/6/09  
\_\_\_\_\_  
Date

Christy Ross  
\_\_\_\_\_  
Christy Ross (Seal)  
-Borrower

4/6/09  
\_\_\_\_\_  
Date

Tarvis Ross  
\_\_\_\_\_  
Tarvis Ross (Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

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### BORROWER ACKNOWLEDGMENT

State of Mississippi §  
 County of Desoto §

On this 6th day of April, 2009, before me,  
Michael J Perry [name of notary], a Notary Public in and for said state,  
 personally appeared Christy Ross and Tarvis Ross

[name of person acknowledged], known to me to be the person who executed the within instrument, and  
 acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



[Signature]

Michael J Perry  
 Type or Print Name of Notary

Notary Public, State of Mississippi

My Commission Expires: 07/28/2011

Loan No.: 19047364

AUG 18 2009

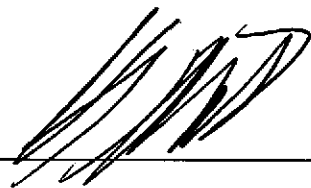
AUG 18 2009


-Date

-Date

Residential Funding Real Estate Holdings, LLC by: Litton Loan Servicing LP as its attorney-in-fact -Lender

Mortgage Electronic Registration Systems, Inc. -Mortgagee

By:   
Printed/Typed Name: Yolanda M. Martinez  
Asst. V-President  
Its:

By:   
Printed/Typed Name: Robert Tompkins  
Its: Vice President

LENDER/MORTGAGEE ACKNOWLEDGMENT

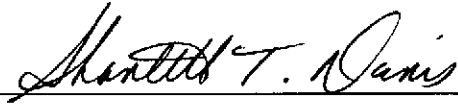
State of Texas §  
County of Harris §

Personally appeared before me, the undersigned authority in and for the said county and state, on this day of AUG 18 2009, within my jurisdiction, the within named Yolanda M. Martinez, who acknowledged that (he) (she) is of Residential Funding Real Estate Holdings, LLC by: Litton Loan Servicing LP as its attorney-in-fact

and Denise Bailey, Vice President of Mortgage Electronic Registration Systems, Inc., Mortgagee, that for and on behalf of the said entity, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

(Seal)



  
Printed/Typed Name: Shantell T. DAVIS  
Notary Public, State of TEXAS  
My Commission Expires: 8/31/2011